

GENERAL TERMS AND CONDITIONS

TAPAYA TAP TO PAY APPLICATION

effective as of 1st August 2026

1. INTRODUCTORY PROVISIONS

- 1.1. Tapaya s.r.o., Company ID No.: 234 76 541, with its registered office at Uralská 689/7, Bubeneč, 160 00 Prague 6, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 427691 (hereinafter as the **"Company"**), is the provider of the *"Tapaya Tap to Pay"* application (hereinafter as the **"Application"** or **"Tapaya Tap to Pay"**), which is offered to merchants and operates as a point-of-sale system with an integrated option for accepting payment cards through the *"Tap to Pay"* function.
- 1.2. These General Terms and Conditions also serve as the terms of use of the Application.
- 1.3. The Merchant acknowledges that the Company acts exclusively as a provider of a technological software solution. The Company is not a financial institution, payment service provider or electronic money issuer. The actual settlement and processing of payments (Acquiring) by means of payment cards is provided by a partner company, which is a licensed financial company holding the relevant authorisations to carry out the settlement and processing of payments (hereinafter as the **"Partner Company"**).
- 1.4. In order to establish full cooperation with the Company and use the Application to accept payment cards, the Merchant must establish separate cooperation with the Partner Company, i.e. successfully complete the KYB and AML process with that company and enter into a payment processing agreement with it. The Partner Company's general terms and conditions, including the Partner Company's business name, are available on the Company's website.
- 1.5. By downloading and using the Application, the Merchant agrees to these General Terms and Conditions, the Privacy Policy and all other terms and conditions applicable to specific services or functions related to the Application. These General Terms and Conditions apply to all users, including merchants, customers and all other persons who use the Application.

2. TAPAYA TAP TO PAY – A MODERN PAYMENT SYSTEM FOR MERCHANTS

- 2.1. Tapaya Tap to Pay is a modern and flexible point-of-sale system designed for the needs of small and medium-sized businesses. It enables fast and clear customer checkout and easy sales tracking.
- 2.2. Tapaya Tap to Pay also makes it possible to accept payment cards through the integration of the Tap to Pay solution.
- 2.3. The system is fully compliant with applicable legislation and makes it possible to individually implement regulated record-keeping systems worldwide, while enabling connection to various payment terminals, barcode readers and receipt printers.

- 2.4. The Merchant is strictly prohibited from using the Application to accept payments for goods or services that are illegal or expressly prohibited by the rules of the card schemes (Visa, Mastercard) or by the Partner Company's regulations. If this prohibition is breached, the Company is entitled to block access to the Application immediately.
- 2.5. The Company provides no warranties, whether express or implied, regarding the continuous, error-free or secure operation of the Application. The Company reserves the right to temporarily take the Application out of service for maintenance, updates or cybersecurity reasons.
- 2.6. The Merchant acknowledges that only cards issued by VISA and/or Mastercard may be accepted for payment processing through the Application.

3. OBTAINING THE APPLICATION

- 3.1. The Merchant may install and update the Application exclusively through the official distribution channel, which is the Google Play Store. Any installation from other sources (so-called sideloading), manual modification of packages or circumvention of the Application's security and configuration settings is strictly prohibited.
- 3.2. The Application may be activated for the purpose of accepting payment cards only by a person who holds a valid business or other authorisation to carry out gainful activity, is authorised to act on behalf of a specific business entity, has full legal capacity and is over 18 years of age, is not included on any sanctions lists and successfully enters into a separate payment processing agreement with the Partner Company. These requirements apply exclusively to the Merchant itself (the account founder), not to its employees or cooperating persons to whom the Merchant subsequently merely makes the Application available for ordinary operation.
- 3.3. The Application may be downloaded on all devices running the Android 11+ operating system.

4. ACCOUNT CREATION

- 4.1. The Merchant's user account with the Company is created immediately after downloading the Application or through a web form.
- 4.2. If the Merchant wishes to accept payment cards through the Application, it is required to complete the relevant identification details and undergo the Partner Company's onboarding process, including opening an account with the Partner Company. The KYB process, including opening an account with the Partner Company, takes place through the Application or a web form provided by the Company for this purpose.
- 4.3. The Merchant guarantees the truthfulness and completeness of the information provided and undertakes to update such information regularly where applicable.

5. MERCHANT'S OBLIGATIONS

- 5.1. The Merchant is required to comply with all legal obligations relating to its activities in the country in which it carries out its business activities.

- 5.2. The Application may be used only in accordance with these General Terms and Conditions, the legal requirements of the individual jurisdictions in which the Merchant carries out its activities, and the terms and conditions of the Partner Company and the card schemes.
- 5.3. The Merchant is required to comply with all requirements and security measures laid down by law, the Company, PCI standards and/or the Partner Company.
- 5.4. The Merchant undertakes to comply with all obligations in the field of AML and cybersecurity.
- 5.5. The Merchant is required to regularly update the devices on which it has downloaded and uses the Application, and to ensure that they have sufficient protection against malware as well as a sufficiently secure internet connection.
- 5.6. The Merchant is required to refrain from any fraudulent, deceptive or illegal activities, including unauthorised access to the Application or data.
- 5.7. The Merchant is further required to familiarise all its employees and cooperating persons with the secure use of the Application. Secure use of the Application means compliance with all obligations and procedures in accordance with these General Terms and Conditions and the obligation of prevention. The Merchant bears full and unconditional liability for all acts, omissions or breaches of these General Terms and Conditions by its employees, cooperating persons or any third parties to whom it grants access to the Application, to the same extent as if such conduct had been committed by the Merchant itself.
- 5.8. The Merchant is strictly prohibited from installing, launching or using the Application on devices that have been software-compromised (so-called rooted or jailbroken devices), have an unlocked bootloader or an active debugger, or run an unofficial or modified operating system. The Company reserves the right to implement automated security mechanisms (e.g. Google Play Integrity). If any manipulation of the device or security breach is detected, the Company has the absolute right to block the specific transaction or the device's access to the Application immediately and without notice, without any liability towards the Merchant.
- 5.9. The Merchant is solely responsible for determining, calculating, collecting and remitting all taxes (including VAT and income tax), fees and levies arising from its sales and transactions processed through the Application. The Company bears no liability for the Merchant's tax obligations towards the competent tax authorities.
- 5.10. The Merchant is solely responsible for issuing and delivering transaction confirmations (receipts) to its customers in accordance with applicable legislation and the rules of the card schemes. Through the Application, the Company provides the technical option to send an electronic receipt (e.g. by email or SMS); however, the Merchant bears responsibility for its proper delivery and content.
- 5.11. The Merchant is required to inform the Company without undue delay of any material change in the nature of its business, any change in the range of goods sold, any change in its ownership structure, or if it is at risk of bankruptcy or insolvency. Any material change in the focus of the business towards high-risk or prohibited goods and

services without prior approval is strictly prohibited and will result in the immediate blocking of the Application.

- 5.12. The Merchant is required to report to the Company, without undue delay and no later than 24 hours after becoming aware of it, any suspected or actual security incident concerning the Application, the device or user data. Such events include, in particular, suspected compromise of the device, its loss or theft, failure of the authenticity check, suspected leakage of account or PIN data, and any unusual behaviour of the Application. The report must be made via the email address: security@tapaya.com. Following the report, the Merchant is required to strictly comply with the Company's security instructions, which may include the immediate discontinuation of the use of the Application on the affected device.
- 5.13. The Merchant is required to provide the Company, the Partner Company or the card schemes with full cooperation in investigating suspicious, fraudulent or disputed transactions (chargebacks). Upon request, the Merchant is required, without undue delay, to provide copies of receipts, invoices, delivery notes or other documentation proving the legitimacy of the specific transaction and the actual delivery of the goods or services to the customer.

6. CONFIDENTIALITY

- 6.1. The Merchant undertakes to maintain confidentiality regarding all confidential information exchanged with the Company or accessed in connection with their mutual cooperation. Confidential information means all business, technical, financial and operational information that is not publicly available. Without the Company's prior written consent, such information may not be disclosed to third parties or used for any purpose other than the performance of this cooperation. The confidentiality obligation continues even after termination of the contractual relationship.

7. INTELLECTUAL PROPERTY AND LICENCE

- 7.1. The Company grants the Merchant a non-exclusive, non-transferable, territorially unrestricted, paid and time-limited licence to install and use a copy of the Application on the Merchant's hardware or the Company's hardware. The Merchant is not entitled to assign this licence to a third party. However, the Application may be used by the Merchant's employees and cooperating persons, exclusively in accordance with these General Terms and Conditions.
- 7.2. Downloading the Application does not confer on the Merchant any ownership right to the Application. All copyrights belong to the Company.
- 7.3. The licence is granted to the Merchant only to the extent necessary for the proper exercise of its rights and performance of its obligations arising from these General Terms and Conditions or, as applicable, the agreement entered into between the Merchant and the Company, and exclusively in connection with its business activities within which it is entitled to use and operate the Application.

- 7.4. By accepting these General Terms and Conditions, the Merchant grants the Company consent to use its business name, designation or company name and, where applicable, its logo for promotional and marketing purposes.
- 7.5. The Merchant shall not decompile, reverse engineer, disassemble or modify the Application or any part thereof, circumvent its security features, or create derivative works based on it. Any attempt to interfere with the Application's source code shall constitute a material breach of these General Terms and Conditions, resulting in the immediate blocking of the Merchant's account.

8. PROCESSING PAYMENTS THROUGH THE APPLICATION

- 8.1. When accepting payment cards through the Application, the Merchant is required to comply in the Application with the rules of the card schemes (e.g. Visa, Mastercard), applicable legislation and, in particular, the Partner Company's terms and conditions. Each transaction must be carried out with the cardholder's knowledge and consent and exclusively for the purpose of paying for goods or services actually provided. The Merchant may not copy, store or otherwise process sensitive payment card data. It is also prohibited to carry out fictitious or split payments and to misuse the terminal for personal or non-business purposes. In the case of a suspicious or declined transaction, the Merchant is required to proceed with caution and in accordance with the service provider's instructions.
- 8.2. Neither the Merchant nor any of its employees may ever photograph, copy, store, share or otherwise process sensitive authentication data (SAD) or full payment card numbers (PAN). In particular, it is strictly prohibited to record PINs, CVV/CVC codes or magnetic stripe and chip data in any manner.
- 8.3. The provision of payment services and the processing of payments are strictly subject to the Card Scheme Rules and the instructions of the Partner Company (the Acquirer). In the event of any conflict between these General Terms and Conditions and the rules of the card schemes, the rules of the card schemes shall always take absolute precedence.

9. METHODS OF TERMINATING COOPERATION

- 9.1. The cooperation between the Merchant and the Company may be terminated only on statutory grounds.
- 9.2. The Merchant acknowledges that the Company is entitled to immediately suspend, restrict or permanently block its access to the Application without prior notice and without any liability for any damage, in particular if:
 - a) the Merchant breaches these General Terms and Conditions, applicable legislation, PCI standards or the rules of the card schemes;
 - b) the Merchant's chargeback or fraudulent transaction rate exceeds the permitted limits established by the card schemes or the Partner Company;

- c) the Company or the Partner Company has reasonable grounds to suspect fraudulent activity, money laundering (AML) or other unauthorised activity; and/or
 - d) the Company receives an instruction to do so from the Partner Company, a card scheme, a supervisory authority or a court.
- 9.3. Upon termination of the cooperation, the Merchant is not entitled to a refund of any fees, taxes or other amounts already paid.
- 9.4. Upon termination of the cooperation, the Merchant undertakes to pay the Company all fees and amounts due that remain unpaid.
- 9.5. The Merchant acknowledges that the Company is entitled to suspend its access to the Application at any time, particularly, but not exclusively, where the Merchant breaches its statutory obligations or the obligations imposed on it by these General Terms and Conditions.

10. FEES

- 10.1. All fees and the price list for services related to the Merchant's use of the Application, including all transaction fees, are set out in Annex No. 1 to these General Terms and Conditions. This price list forms an integral part of the agreement between the Company and the Merchant and may be unilaterally updated by the Company. This standard price list shall always apply unless an individual rate has been expressly agreed between the Company and the Merchant.
- 10.2. The Merchant acknowledges that transaction fees consist of several components (including the interchange fee, card scheme fees and the processing margin) and are specified in the contractual arrangement between the Company's Partner and the Merchant. The Company may set individual rates for Merchants and provide discounts, including rates and discounts differing from the standard price list. Individual pricing terms may be agreed as part of the registration (onboarding) process directly in the Application, by email communication or by a separate written agreement. In such a case, these individual terms shall take precedence over the standard price list stated on the Company's website.
- 10.3. The Merchant agrees that all transaction fees, any penalties and chargeback fees are automatically deducted (set off) from the total transaction volume before the net amount is sent to the Merchant's bank account. The payment of sales proceeds to the Merchant (payouts) is always made directly by the Partner Company (the payment processor), in accordance with its terms and conditions, and not by the Company. The Merchant acknowledges that the minimum amount for the payout of processed funds to the Merchant's bank account is EUR 10 or the equivalent amount in the relevant currency. Sales proceeds below this minimum threshold will be accumulated and paid out without undue delay once the threshold has been reached.
- 10.4. A statement or overview of transactions and fees deducted shall be deemed approved by the Merchant upon the expiry, without objection, of thirty (30) days from the date on which it was made available (in the Application or by email). After this period has expired, discrepancies in the fee settlement may no longer be disputed.

11. CLAIMS AND COMPLAINTS

- 11.1. In matters relating to the functionality of the Application, the Merchant may address its complaints and claims to the Company's support, which is available at the email address: info@tapaya.com.
- 11.2. In the case of complaints and claims concerning the processing of payments, the Merchant is required to contact the Partner Company.

12. LIABILITY

- 12.1. The Company is not liable for damage arising as a result of the Merchant's improper use of the Application, outages on the part of third parties (e.g. connectivity providers, banks or card schemes), or damage caused by force majeure or other circumstances beyond the Company's control. The Company is also not liable for loss of profit, loss of data or any indirect or consequential damage.
- 12.2. If the Merchant causes any harm to the Company, in particular by breaching obligations arising from law or these General Terms and Conditions, it is required to compensate the Company for such harm without undue delay.
- 12.3. The Company acts exclusively as a provider of technological infrastructure and bears no liability for any disputed transactions, fraudulent payments, complaints, refunds or chargebacks initiated by the Merchant's customers. All financial costs, lost transaction principal and administrative fees associated with chargebacks shall be borne exclusively and in full by the Merchant.

13. FINAL PROVISIONS

- 13.1. The Company is entitled to amend these General Terms and Conditions. The Company shall always inform the Merchant of such amendment using the contact details provided.
- 13.2. The Merchant is not entitled to assign to a third party its obligations arising from the acceptance of these General Terms and Conditions.
- 13.3. The Company and the Merchant have agreed that all legal relationships arising from or in connection with the contractual relationship established by the acceptance of these General Terms and Conditions, including matters concerning its validity, interpretation, performance, termination or the consequences of a breach, shall be governed by the laws of the Czech Republic.
- 13.4. All disputes arising between the Company and the Merchant shall be resolved before the competent courts of the Czech Republic, with territorial jurisdiction determined by the Company's registered office.
- 13.5. The Company processes all personal data in accordance with applicable legislation. The Merchant expressly acknowledges that, in relation to its end customers (cardholders), it acts as an independent controller of personal data. The Merchant is required to ensure that it has a lawful basis for processing its customers' data and that

it fulfils all information obligations towards them. All data and information concerning the processing of personal data by the Company are contained in the Privacy Policy, which is available on the Company's website [here](#).

- 13.6. In the event of any questions or comments, the Merchant is entitled to contact the Company directly through the Application.
- 13.7. The price list for services, as Annex No. 1, forms an integral part of these General Terms and Conditions.
- 13.8. These General Terms and Conditions shall be valid and effective as of the date of their publication.

ANNEX NO.1

PRICE LIST FOR TAPAYA TAP TO PAY APPLICATION SERVICES

valid from 1 August 2026

VISA AND MASTERCARD PAYMENT CARDS, INCLUDING GOOGLE PAY AND APPLE PAY	
Consumer debit and credit cards issued in the EU	1,39%
Business debit and credit cards issued in the EU	2,89%
Consumer debit and credit cards not issued in the EU	2,49%
Business debit and credit cards not issued in the EU	3,79%
OTHER	
Monthly Application fee	0.00 EUR
Decline	0.00 EUR
Refund	0.00 EUR
Payout	0.00 EUR
Terminal usage commitment period	No commitment